

SENATE BILL 943

R4

8lr3121

By: **Senator Forehand**

Introduced and read first time: February 25, 2008

Assigned to: Rules

Re-referred to: Judicial Proceedings, March 21, 2008

Committee Report: Favorable with amendments

Senate action: Adopted

Read second time: April 2, 2008

CHAPTER _____

1 AN ACT concerning

2 **Vehicle Laws – Manufacturers, Distributors, and Factory Branches –**
3 **Prohibited Acts**

4 FOR the purpose of ~~requiring a sales objective or other program for measuring the~~
5 ~~performance of vehicle dealers to be fair and based on certain factors under~~
6 ~~certain circumstances; prohibiting a manufacturer, distributor, or factory~~
7 ~~branch from denying certain benefits to a dealer under certain circumstances;~~
8 ~~prohibiting a manufacturer, distributor, or factory branch from offering or~~
9 ~~advertising, or allowing its captive finance companies or dealers to offer or~~
10 ~~advertise, certain programs or terms unless all dealers are allowed to offer or~~
11 ~~advertise the programs or terms; establishing the burden of proof when a~~
12 ~~manufacturer, distributor, factory branch, or captive finance company denies~~
13 ~~certain benefits to a dealer under certain circumstances; prohibiting a~~
14 ~~manufacturer, distributor, or factory branch from requiring a dealer to alter or~~
15 ~~replace an existing dealership facility or from denying or threatening to deny~~
16 ~~certain benefits to a dealer under certain circumstances; prohibiting a~~
17 ~~manufacturer, distributor, or factory branch from reducing the price of a motor~~
18 ~~vehicle charged to a dealer or providing different financing terms to a dealer in~~
19 ~~exchange for a certain agreement by the dealer; specifying the conditions under~~
20 ~~which a manufacturer, distributor, or factory branch may offer certain~~
21 ~~promotional items for the sale of a vehicle by its dealers; prohibiting a~~
22 ~~manufacturer, distributor, or factory branch from discriminating among its~~
23 ~~dealers under certain circumstances; requiring a manufacturer, distributor, or~~
24 ~~factory branch that has a certain franchise or other contract with a dealer to~~
25 ~~allow the dealer to make certain purchases in a certain manner and to receive~~

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 ~~certain rights to incentive payments; prohibiting a manufacturer, distributor, or~~
 2 ~~factory branch from exercising a right of first refusal under certain~~
 3 ~~circumstances related to a transfer of a dealer's business or a proposed change~~
 4 ~~in the executive management of a dealer's business; prohibiting a manufacturer,~~
 5 ~~distributor, or factory branch from varying the price of or incentives related to~~
 6 ~~certain motor vehicles or accessories under certain circumstances; altering the~~
 7 ~~period of time during which a certain claim may be charged back under certain~~
 8 ~~circumstances; prohibiting a manufacturer, distributor, or factory branch from~~
 9 ~~refusing to pay or claiming reimbursement from a dealer for sales, incentives, or~~
 10 ~~payments related to a motor vehicle sold by a dealer and exported or resold by~~
 11 ~~the purchaser under certain circumstances; altering a certain definition;~~
 12 ~~defining a certain term; and generally relating to manufacturers, distributors,~~
 13 ~~and factory branches.~~

14 BY adding to
 15 Article – Transportation
 16 Section 15–207(h)
 17 Annotated Code of Maryland
 18 (2006 Replacement Volume and 2007 Supplement)

19 BY repealing and reenacting, with amendments,
 20 Article – Transportation
 21 Section ~~15–207, 15–208, 15–211, and 15–212.1~~
 22 Annotated Code of Maryland
 23 (2006 Replacement Volume and 2007 Supplement)

24 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
 25 MARYLAND, That the Laws of Maryland read as follows:

26 **Article – Transportation**

27 15–207.

28 **(H) A MANUFACTURER, DISTRIBUTOR, OR FACTORY BRANCH MAY NOT**
 29 **VARY THE PRICE OF OR INCENTIVES RELATED TO NEW MOTOR VEHICLES OR**
 30 **ACCESSORIES SOLD TO, OR SOLD BY, A DEALER BASED ON THE DEALER'S**
 31 **AGREEMENT OR LACK OF AGREEMENT TO:**

32 **(1) PURCHASE OR CONSTRUCT NEW DEALERSHIP FACILITIES; OR**

33 **(2) RELOCATE, REMODEL, RENOVATE, OR REPAIR EXISTING**
 34 **DEALERSHIP FACILITIES.**

35 ~~(a) (1) In this section the following words have the meanings indicated.~~

1 (2) (i) ~~“Coerce” means to compel or attempt to compel by threat of~~
 2 ~~harm, INCLUDING THE LOSS OF ANY BENEFIT MADE AVAILABLE TO OTHER~~
 3 ~~DEALERS IN THE STATE, breach of contract, or other adverse consequences.~~

4 ~~(II) “COERCE” INCLUDES TO ACT IN A MANNER THAT~~
 5 ~~VIOLATES § 15-206.1 OF THIS SUBTITLE.~~

6 ~~[(ii)] (III) “Coerce” does not include to argue, urge, recommend,~~
 7 ~~or persuade.~~

8 (3) ~~“Require” means to impose upon a dealer a provision not required~~
 9 ~~by law or previously agreed to by a dealer in a franchise agreement, excluding~~
 10 ~~business decisions by a manufacturer, distributor, or factory branch which are~~
 11 ~~uniformly applied to all Maryland dealers in new vehicles of the manufacturer,~~
 12 ~~distributor, or factory branch.~~

13 (b) ~~A manufacturer, distributor, or factory branch, whether directly or~~
 14 ~~through an agent, employee, or representative, may not coerce any dealer to make any~~
 15 ~~agreement with the manufacturer, distributor, or factory branch.~~

16 (e) ~~A manufacturer, distributor, or factory branch, whether directly or~~
 17 ~~through an agent, employee, or representative, may not coerce any dealer to order or~~
 18 ~~accept delivery of any vehicle, any equipment, parts, or accessories for a vehicle, or~~
 19 ~~any other commodity that is not required by law or by the dealer’s franchise or that~~
 20 ~~was not ordered voluntarily by the dealer.~~

21 (d) ~~A manufacturer, distributor, or factory branch, whether directly or~~
 22 ~~through an agent, employee, or representative, may not require or coerce a dealer, by~~
 23 ~~franchise agreement or otherwise, or as a condition to the renewal or continuation of a~~
 24 ~~franchise agreement, to:~~

25 (1) ~~Exclude from the use of the dealer’s facilities a dealership for~~
 26 ~~which the dealer has a franchise agreement to utilize the facilities; or~~

27 (2) ~~Materially change the dealer’s facilities or method of conducting~~
 28 ~~business if the change would impose substantial financial hardship on the business of~~
 29 ~~the dealer.~~

30 (e) (1) ~~A manufacturer, distributor, or factory branch, whether directly or~~
 31 ~~through an agent, employee, or representative, may not require or coerce a dealer to~~
 32 ~~adhere to performance standards that are not applied uniformly to other similarly~~
 33 ~~situated dealers.~~

34 (2) (I) ~~A performance standard, SALES OBJECTIVE, or program for~~
 35 ~~measuring dealership performance that may have a material effect on a dealer,~~
 36 ~~INCLUDING THE DEALER’S RIGHT TO PAYMENT UNDER ANY INCENTIVE OR~~
 37 ~~REIMBURSEMENT PROGRAM, and the application of the standard, SALES~~

~~OBJECTIVE, or program by a manufacturer, distributor, or factory branch shall be fair, reasonable, equitable, and based on accurate information, INCLUDING:~~

~~1. THE DEMOGRAPHIC CHARACTERISTICS OF THE POPULATION, WITH EMPHASIS ON CAR AND TRUCK BRAND PREFERENCES OF CONSUMERS WHO PURCHASE NEW CARS AND TRUCKS AT RETAIL; AND~~

~~2. THE GEOGRAPHIC CHARACTERISTICS THAT AFFECT CAR AND TRUCK SHOPPING PATTERNS IN THE DEALER'S ASSIGNED MARKET AREA.~~

~~(H) A MANUFACTURER, DISTRIBUTOR, OR FACTORY BRANCH MAY NOT DENY THE BENEFITS OF MEETING A STANDARD OR SALES OBJECTIVE TO A DEALER WHO PRESENTS DOCUMENTATION OR REASONABLE EVIDENCE THAT THE STANDARD OR SALES OBJECTIVE WAS MET AND THE BENEFIT WAS PROVIDED TO THE CONSUMER.~~

~~(3) (i) If the performance standard is based on a survey, it must be shown that:~~

~~1. The survey was designed with experts;~~

~~2. The proper universe was examined;~~

~~3. A representative sample was chosen; and~~

~~4. The data was accurately reported.~~

~~(ii) The manufacturer, distributor, or factory branch shall establish the objectivity of the survey process and provide this information to any dealer of the same line make covered by the survey on request.~~

~~(f) A franchise agreement or other contract offered to a dealer by a manufacturer, distributor, or factory branch may not contain any provision requiring a dealer to pay the attorney's fees of the manufacturer, distributor, or factory branch related to disputes involving the franchise.~~

~~(g) (1) (i) If the dealer is an entity other than an individual, the dealer shall designate an individual to represent the dealer to do business with the manufacturer, distributor, or factory branch.~~

~~(ii) Approval of the individual may not be withheld by the manufacturer, distributor, or factory branch unless the individual is unfit due to lack of good moral character or fails to meet reasonable general business experience requirements.~~

1 ~~(2) A dealer shall have a reasonable amount of time to:~~

2 ~~(i) Designate a representative or a successor if a change is~~
3 ~~required for any reason; and~~

4 ~~(ii) Obtain approval of the representative or successor~~
5 ~~designated under item (i) of this paragraph, including time for a hearing, in the event~~
6 ~~of any objection by the manufacturer, distributor, or factory branch.~~

7 ~~(3) At a hearing resulting from an objection to the approval of the~~
8 ~~designated individual, the manufacturer, distributor, or factory branch has the burden~~
9 ~~of proving that the designated individual is not of good moral character or fails to meet~~
10 ~~reasonable general business experience requirements.~~

11 ~~(H) (1) IN THIS SUBSECTION, "CAPTIVE FINANCE COMPANY" MEANS A~~
12 ~~WHOLLY OWNED SUBSIDIARY OF A MANUFACTURER, DISTRIBUTOR, OR FACTORY~~
13 ~~BRANCH THAT PROVIDES FINANCING.~~

14 ~~(2) (I) ANY CONSUMER REBATES, DEALER INCENTIVES, PRICE~~
15 ~~OR INTEREST RATE REDUCTIONS, OR FINANCE TERMS THAT A MANUFACTURER,~~
16 ~~DISTRIBUTOR, OR FACTORY BRANCH OFFERS OR ADVERTISES, OR ALLOWS ITS~~
17 ~~CAPTIVE FINANCE COMPANIES OR DEALERS TO OFFER OR ADVERTISE SHALL BE~~
18 ~~OFFERED TO ALL DEALERS.~~

19 ~~(H) ANY MANUFACTURER, DISTRIBUTOR, FACTORY~~
20 ~~BRANCH, OR CAPTIVE FINANCE COMPANY THAT DENIES THE BENEFIT OF ANY~~
21 ~~CONSUMER REBATES, DEALER INCENTIVES, PRICE OR INTEREST RATE~~
22 ~~REDUCTIONS, OR FINANCE TERMS TO A DEALER ON THE BASIS THAT THE~~
23 ~~DEALER FAILED TO COMPLY WITH PERFORMANCE STANDARDS SHALL HAVE THE~~
24 ~~BURDEN OF PROVING THAT THE PERFORMANCE STANDARDS COMPLY WITH THE~~
25 ~~PROVISIONS OF THIS SECTION.~~

26 ~~(3) AS LONG AS A DEALER DOES NOT VIOLATE ANY STATE OR~~
27 ~~LOCAL LAW INTENDED TO PROTECT THE PUBLIC, A MANUFACTURER,~~
28 ~~DISTRIBUTOR, OR FACTORY BRANCH MAY NOT:~~

29 ~~(I) REQUIRE A DEALER TO ALTER OR REPLACE AN~~
30 ~~EXISTING DEALERSHIP FACILITY; OR~~

31 ~~(H) DENY OR THREATEN TO DENY ANY BENEFIT GENERALLY~~
32 ~~AVAILABLE TO ALL DEALERS FOR A DEALER'S FAILURE TO ALTER OR REPLACE~~
33 ~~AN EXISTING DEALERSHIP FACILITY.~~

34 ~~(4) A MANUFACTURER, DISTRIBUTOR, FACTORY BRANCH, OR~~
35 ~~CAPTIVE FINANCE COMPANY MAY NOT REDUCE THE PRICE OF A MOTOR~~

~~1 VEHICLE CHARGED TO A DEALER OR PROVIDE DIFFERENT FINANCING TERMS
2 TO A DEALER IN EXCHANGE FOR THE DEALER'S AGREEMENT TO:~~

~~3 (I) MAINTAIN AN EXCLUSIVE SALES OR SERVICE FACILITY;~~

~~4 (II) BUILD OR ALTER A SALES OR SERVICE FACILITY; OR~~

~~5 (III) PARTICIPATE IN A FLOOR PLAN OR OTHER FINANCING
6 ARRANGEMENT.~~

~~7 (I) A MANUFACTURER, DISTRIBUTOR, OR FACTORY BRANCH MAY
8 OFFER REBATES, CASH INCENTIVES, OR OTHER PROMOTIONAL ITEMS FOR THE
9 SALE OF A VEHICLE BY ITS DEALERS AS LONG AS:~~

~~10 (1) THE SAME REBATE, CASH INCENTIVE, OR PROMOTION IS
11 OFFERED TO ALL OF ITS DEALERS;~~

~~12 (2) THE REBATE, CASH INCENTIVE, OR PROMOTION IS BASED
13 SOLELY ON THE SALE OF AN INDIVIDUAL VEHICLE AND MAY NOT BE INCREASED
14 FOR MEETING A PERFORMANCE STANDARD; AND~~

~~15 (3) THERE IS NO INCREASED REBATE, CASH INCENTIVE, OR
16 PROMOTION FOR MULTIPLE SALES OF A VEHICLE THAT EXCEEDS THE PRODUCT
17 OF THE INDIVIDUAL VEHICLE REBATE, INCENTIVE, OR PROMOTION AND THE
18 NUMBER OF VEHICLES SOLD.~~

~~19 (J) A MANUFACTURER, DISTRIBUTOR, OR FACTORY BRANCH MAY NOT
20 DISCRIMINATE AMONG ITS DEALERS IN ANY PROGRAM, INCLUDING INTERNET
21 LISTINGS, SALES LEADS, WARRANTY POLICY ADJUSTMENTS, MARKETING
22 PROGRAMS, AND DEALER RECOGNITION PROGRAMS, THAT PROVIDES
23 ASSISTANCE TO ITS DEALERS.~~

~~24 15-208.~~

~~25 (a) A manufacturer may not refuse to deliver new motor vehicles, new
26 two-stage vehicles, or truck component parts, as the case may be, to a licensed dealer
27 or distributor, in reasonable quantities and within a reasonable time after receipt of a
28 written order, if:~~

~~29 (1) The manufacturer specifically advertises that these vehicles or
30 truck component parts are available for immediate delivery; and~~

~~31 (2) The dealer or distributor has a franchise or other contract with the
32 manufacturer for the sale of these vehicles or truck component parts to the public.~~

1 ~~(b) A distributor may not refuse to deliver new motor vehicles, or new~~
2 ~~two stage vehicles, as the case may be, to a licensed dealer, in reasonable quantities~~
3 ~~and within a reasonable time after receipt of a written order, if:~~

4 ~~(1) The distributor specifically advertises that these vehicles are~~
5 ~~available for immediate delivery; and~~

6 ~~(2) The dealer has a franchise or other contract with the distributor~~
7 ~~for the sale of these vehicles to the public.~~

8 ~~(c) A factory branch may not refuse to deliver new motor vehicles, or new~~
9 ~~two stage vehicles, as the case may be, to a licensed dealer, in reasonable quantities~~
10 ~~and within a reasonable time after receipt of a written order, if:~~

11 ~~(1) The factory branch specifically advertises that these vehicles are~~
12 ~~available for immediate delivery; and~~

13 ~~(2) The dealer has a franchise or other contract with the factory~~
14 ~~branch for the sale of these vehicles to the public.~~

15 ~~(d) A failure to deliver vehicles because of a labor strike, government~~
16 ~~regulation, or other cause not the fault of the manufacturer, distributor, or factory~~
17 ~~branch is not a violation of this section.~~

18 ~~(e) IF A DEALER HAS A FRANCHISE OR OTHER CONTRACT WITH A~~
19 ~~MANUFACTURER, DISTRIBUTOR, OR FACTORY BRANCH FOR THE SALE OF~~
20 ~~VEHICLES OR TRUCK COMPONENT PARTS OF A SPECIFIC LINE OR MAKE, THE~~
21 ~~MANUFACTURER, DISTRIBUTOR, OR FACTORY BRANCH SHALL ALLOW THE~~
22 ~~DEALER TO:~~

23 ~~(1) PURCHASE THE VEHICLES OR TRUCK COMPONENT PARTS AT~~
24 ~~THE SAME PRICE AND ON THE SAME TERMS AS ALL OTHER DEALERS WITH A~~
25 ~~FRANCHISE OR OTHER CONTRACT FOR THE SALE OF VEHICLES OR TRUCK~~
26 ~~COMPONENT PARTS OF THE SAME LINE OR MAKE; AND~~

27 ~~(2) RECEIVE THE SAME RIGHT TO INCENTIVE PAYMENTS THAT IS~~
28 ~~GIVEN TO ALL OTHER DEALERS WITH A FRANCHISE OR OTHER CONTRACT FOR~~
29 ~~THE SALE OF VEHICLES OR TRUCK COMPONENT PARTS OF THE SAME LINE OR~~
30 ~~MAKE.~~

31 ~~15-211.~~

32 ~~(a) A manufacturer, whether directly or through an agent, employee, or~~
33 ~~representative, may not prevent, by contract or otherwise, any owner, partner, or~~
34 ~~stockholder of any dealership from transferring any ownership interest in the~~
35 ~~dealership to any other person.~~

1 ~~(b) A distributor, whether directly or through an agent, employee, or~~
2 ~~representative, may not prevent, by contract or otherwise, any owner, partner, or~~
3 ~~stockholder of any dealership from transferring any ownership interest in the~~
4 ~~dealership to any other person.~~

5 ~~(c) A factory branch, whether directly or through an agent, employee, or~~
6 ~~representative, may not prevent, by contract or otherwise, any owner, partner, or~~
7 ~~stockholder of any dealership from transferring any ownership interest in the~~
8 ~~dealership to any other person.~~

9 ~~(d) (1) A dealer or an owner, partner, or stockholder of a dealership may~~
10 ~~not sell, assign, or otherwise transfer a franchise or any right under a franchise~~
11 ~~without the consent of the manufacturer.~~

12 ~~(2) NOTWITHSTANDING THE TERMS OF ANY FRANCHISE~~
13 ~~AGREEMENT OR AGREEMENT RELATED TO A FRANCHISE, A MANUFACTURER~~
14 ~~MAY NOT EXERCISE A RIGHT OF FIRST REFUSAL IN THE EVENT OF:~~

15 ~~(I) A SALE OR TRANSFER OR PROPOSED SALE OR~~
16 ~~TRANSFER OF A DEALER'S BUSINESS OR ANY EQUITY INTEREST IN A DEALER'S~~
17 ~~BUSINESS; OR~~

18 ~~(II) ANY PROPOSED CHANGE IN THE EXECUTIVE~~
19 ~~MANAGEMENT OF A DEALER'S BUSINESS.~~

20 ~~(e) However, the manufacturer may not unreasonably withhold consent to~~
21 ~~the transfer of a franchise under subsection (d) of this section.~~

22 ~~(f) (1) A dealer or an owner, partner, or stockholder of a dealership may~~
23 ~~not sell, assign, or otherwise transfer a franchise or any right under a franchise~~
24 ~~without the consent of the distributor.~~

25 ~~(2) NOTWITHSTANDING THE TERMS OF ANY AGREEMENT~~
26 ~~RELATED TO THE FRANCHISE, A DISTRIBUTOR MAY NOT EXERCISE A RIGHT OF~~
27 ~~FIRST REFUSAL IN THE EVENT OF:~~

28 ~~(I) A SALE OR TRANSFER OR PROPOSED SALE OR~~
29 ~~TRANSFER OF A DEALER'S BUSINESS OR ANY EQUITY INTEREST IN A DEALER'S~~
30 ~~BUSINESS; OR~~

31 ~~(II) ANY PROPOSED CHANGE IN THE EXECUTIVE~~
32 ~~MANAGEMENT OF A DEALER'S BUSINESS.~~

33 ~~(g) However, the distributor may not unreasonably withhold consent to the~~
34 ~~transfer of a franchise under subsection (f) of this section.~~

1 ~~(h) (1) A dealer or an owner, partner, or stockholder of a dealership may~~
 2 ~~not sell, assign, or otherwise transfer a franchise or any right under a franchise~~
 3 ~~without the consent of the factory branch.~~

4 ~~(2) NOTWITHSTANDING THE TERMS OF ANY AGREEMENT~~
 5 ~~RELATED TO THE FRANCHISE, A FACTORY BRANCH MAY NOT EXERCISE A RIGHT~~
 6 ~~OF FIRST REFUSAL IN THE EVENT OF:~~

7 ~~(i) A SALE OR TRANSFER OR PROPOSED SALE OR~~
 8 ~~TRANSFER OF A DEALER'S BUSINESS OR ANY EQUITY INTEREST IN A DEALER'S~~
 9 ~~BUSINESS; OR~~

10 ~~(ii) ANY PROPOSED CHANGE IN THE EXECUTIVE~~
 11 ~~MANAGEMENT OF A DEALER'S BUSINESS.~~

12 ~~(i) However, the factory branch may not unreasonably withhold consent to~~
 13 ~~the transfer of a franchise under subsection (h) of this section.~~

14 15-212.1.

15 (a) Upon the filing of a claim, a manufacturer, factory branch, or distributor
 16 shall compensate a dealer for any incentive or reimbursement program sponsored by
 17 the manufacturer, factory branch, or distributor, under the terms of which the dealer
 18 is eligible for compensation.

19 (b) (1) A claim filed under this section shall be:

20 (i) In the manner and form prescribed by the manufacturer,
 21 factory branch, or distributor; and

22 (ii) Approved or disapproved within 30 days of receipt.

23 (2) A claim not approved or disapproved within 30 days of receipt shall
 24 be deemed approved.

25 (3) Payment of a claim filed under this section shall be made within 30
 26 days of approval.

27 (c) (1) If a claim filed under this section is shown by the manufacturer,
 28 factory branch, or distributor to be false or unsubstantiated, the manufacturer, factory
 29 branch, or distributor may charge back the claim within ~~9~~ 2 months from the ~~end~~
 30 ~~PAYMENT of the incentive or reimbursement [program]~~ DATE THE CLAIM WAS PAID
 31 OR A CREDIT WAS ISSUED.

32 (2) This paragraph does not limit the right of a manufacturer, factory
 33 branch, or distributor to:

1 (i) Conduct an audit of any claim filed under this section; or

2 (ii) Charge back for any claim that is proven to be fraudulent.

3 (3) An audit under this paragraph shall be conducted according to
4 generally accepted accounting principles.

5 (D) A MANUFACTURER, DISTRIBUTOR, OR FACTORY BRANCH MAY NOT
6 REFUSE TO PAY, OR CLAIM REIMBURSEMENT FROM, A DEALER FOR SALES,
7 INCENTIVES, OR PAYMENTS RELATED TO A MOTOR VEHICLE SOLD BY THE
8 DEALER BECAUSE THE PURCHASER OF THE MOTOR VEHICLE EXPORTED OR
9 RESOLD THE MOTOR VEHICLE IN VIOLATION OF THE POLICY OF THE
10 MANUFACTURER, DISTRIBUTOR, OR FACTORY BRANCH UNLESS THE
11 MANUFACTURER, DISTRIBUTOR, OR FACTORY BRANCH CAN SHOW THAT, AT THE
12 TIME OF SALE, THE DEALER ~~HAD SPECIFIC KNOWLEDGE~~ KNEW OR SHOULD
13 HAVE KNOWN OF THE PURCHASER'S INTENTION TO EXPORT OR RESELL THE
14 MOTOR VEHICLE.

15 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
16 October 1, 2008.

Approved:

Governor.

President of the Senate.

Speaker of the House of Delegates.